L. BENEDICT & SONS

PEARL CASIMERE HAT,

roung faces. At BENTON'S, Under Johnson Reuse. 22 Sec.

Spring Fashions

GENTLEMEN'S HATS

HATS

1858.

Spring Style of Hats

SATURDAY, MARCH 6th.

L. Benedict & Sons.

Coal Dealers

BUCKEYE HATS! BUCKEYE

BUCKEYES,

Buckeye State!

COAL COKE, FIRE CLAY AND

Corollad O, tune if inco-part dell.

1838.
Wat I. PRICE. LEWISE COLUMNOS. DAVID MORRIS

PRICE, CRAWFORD & MORRIS, (MICE & CO.) - Best-ers in Brate Hat. Miners, Richa & d'Ch.) - Best-ers in Brate Hat. Miners, Richa & d'Ch.) per Conf. by the cases.

COAL-COAL

J. Herdman & Co.,

Millimery,

BONNETS! BONNETS!

JOINED BLONDER, BRAIDS,

Also, a infer slock of BONNET RIBBONS.

And everything pertaining to the Whitenie or Bell Minimery Trade can be fored in great variety of six or a quality and the low-si possible prices if MORGAN & BOOTS

T. P. Handy, Cook Committ. B. Ward Bank. Cook Committ. B. Ward Joseph Precking, Prest Bank Kamasy Brea Committee.

the Hat for the season! Good Call and see them at E. STAIR & LO.S.

is or less, some as faily. exhibition on Daffy and Workly will be charge

Att'ns & Counsellors.

GEO. S. CLAPP-ATTORNEY AT

W. S. KERRUISH-ATTORNEY

BROOKS, BOARDMAN & FORD.

WILLIAMSON & RIDDLE, AT TORNERS AT LAW, Office No. 81, Superior of SWILLIAMSON A G. RIDDLE.

MARLES C. BALDWIN-ATTOR-

PALMER & AUSTIN, ATTORNEYS

A SPER, J. F., ATTORNEY AT LAW

BEAVIS & MUELLER-ATTOR.

SPAULDING & PARSONS, ATTOR.

Educational.

CLEVELAND FEMALE SERINARY.

THIS INSTITUTION IS IN SUC-

For information or education schipped S N. SANFORD, Cleveland, Ob.

ON UNIVERSITY HEIGHTS IS
AND UPEN. This place is either shed by a first place and unsuffer mostly. There is no place in the security mostly. There is no place in the security of the other states of the color.

BIRCH HOUSE

BOARDERS

GUDDALE HOUSE, Columbus, Chie.

MANHATTAN HOTEL-Nos. 3, 5

Manhattan Hotel-Nos. 3, 5

Tand 5 Marray street, ad short from Breachway, as an interpretation of the Park, Nos Yest, Hoteline & Villag Proprieties and the Park of Park Street House, Bush w. H. C. Piling Hagrants in the Park Street House, Bush w. H. C. Piling

Stoves, &c. O. STANLEY WOULDRESPECT

Plumbing, etc.

PRACTICAL HOUSE AND SHIP PLUMBER, No 2 Park Row, back of Old Court House, on Square MANUFACTURE AND KEEP

emphasely on threat acress six necessants of Copper not used Loss. Suttings Table Markh, Plain and Fall-man Wash Sintens, Watta Co., Sont Sintens, Left & For-nce of the best description. As Washers & Co. for finites Marce Publisher, and all other principes in the loss finites Marce Publisher, and all other principes in the

Cleveland Plumbing Works,

PROPRIETORS. THE ATTENTION OF THOSE

Fountains, B A T H I N G T U B Lead and Galvanized Pipes,

WATER CLOSET FIXTURES,
Hydrants, Parona Ginas Filters, Brass and
Plated Cocks,
Encludior the Patent Self Cluster Cocks recently introduced and highly reminimenal of fire pun-il emitter a get out or
ender.

STEAM HEATING APPARATUS

Plumbing and Steam Work PLUMBING AND STEAM WORK. PLUMBING AND STEAM WORK.

scales settle great facilities of the above estab PLUMBING WORKS, BATHING ROOMS, Hot Water Fixtures and Fountains, Best Finished Plumbing Naterials,

hotels. THE OAK GROVE HOUSE.

F. C. PARSONS, Using Control Parter Control of the

BNETS AT LAW. A water Buildings, for Cleveland, Ohio.

W. J. BOARDMAN. E. W. BUST

not extra.

ringer and Deaths, not exceeding ton lines, 25 cents, and Yearly Adventurer payable quarterly.

E. COWLES & CO.

CITY & NEWS ITEMS PRIDAY MORNING, JULY 23, 1858

Lar For late City News, see third page. For Market Reports and Marine News, see fourth

SURNER CASINERE HATS. & Co., justice to themselves and all others inthe facts in the case. The Herald on Wednesday last gave a very unfair report of the debate
on Theaday night, in the City Conneil—a report.

Were all find before the Committees, excepting one or two which were misplaced. A copy of the facts in the case. The Herald on Wednesday last gave a very unfair report of the debate of the effect that he wrote all the letters, and that they was a true copy of all aget, were

Cowles & Co. to refind to the city money received amounting to seven or eight dollars.

The "full official report" in the Herald, of terms question of law arises on the presentation of that question. In that case the city must show not only that no such rule for charging as E. Cowles & Co. have adopted obtains, but yet further, that the ways a true copy of all aget, were CHILDRENS' FANOY SUMMER PALM LEAF HATS-White and VOUNG MEN'S STYLE OF SILK our bill but disclaimed all suspicion of fraud on the substance of which we publish below: the part of the late City Printers-and we H. D. Cook & Co., Sandasky Registerare therefore induced to devote more space to Counts twenty-four sheets to the quire. The the subject than we would otherwise have foreman of this office says every piece delicered STAIR & CO., ARE PRE-

We will commence by introducing the statethe commence b matter in dispute having been subsequently re-

The undersigned beg leave to submit a state-

ment in reply to certain charges made against them at a former meeting of your body. In the mouth of April 1857, in accordance with the terms of a resolution passed by the Regards our charges such as any printer would Council, letting the City Printing to the lowest make.

bidder, we submitted our proposal, a copy of J. R. Franch, formerly of the Painesville Council, letting the City Printing to the lowest bidder, we submitted our proposal, a copy of which accompanies the statement. After due examination of the different proposals presented, our bid was declared the lowest, and we were consequently elected City Printers. At that time we had the credit given us by the members of the Committee of giving more detailed spenifications in our hid than were given in any other.

We offered in our proposition to print blanks for the City as follows.—For 2 quires and under at 75 cents per quire; over 2 quires and the Control of the C

der at 75 cents per quire; over 2 quires and under at 75 cents per quire; over 5 quires at 40 cents per quire. For pamphlets
and book work, our hid was 35 cents per 1000
ems, and thirty cents per token for press work
—the customary price for the same being 50
cents per 1,000 cms and 50 cents per token for press work. Handbills we offered to do at pri-ces which just about paid cost. For advertising for the City our price was 12 cents per square for the first insertion and two cents per square for every additional insertion. The co

customers.

In our proposal we stated that we would charge so much per quire for blanks; but nothing was said on either side as to what should constitute a quire. There was no regular contract drawn and signed—all the contract we tract drawn and signed—all the contract we trace the side of the contract we trace the side of the contract we trace the side of the contract we trace the contract we can be contracted by the contract we can be contracted by the contract of the contract we can be contracted by the contract we can be contracted by the contract we can be contracted by the had was simply a memorandum of the list of prices we were to charge. There were no specifications whatever in this memorandum, excepting what we furnished ourselves. We excepting what we formshed ourselves. We considered at that time and do now, link a quire of blanks means 24 blanks. Quire does not mean any particular size—it means 24 sheets and that is all. We very often take 20 quires and that is all. We very often take 20 quires and make 40 quires letter paper and cut it up and make 40 quires note paper. It is not uncommon to take a ream of folio (20 stitute a quire of blanks be they large or small—when a quantity of blanks are ordered, print 24 blanks to the quire. ote paper—and just the same with flat cap and blanks to the quire. olscap. There are many sizes of paper—tang— We have condens

inches, as, for instance 24 x 36, 27 x 40, &c. How it could be construed that by the terms How it could be construed that by the terms of our bid, we must furnish 96 blacks to the quire, it is difficult for us to say. It might, on the same principle, be construed that we ought to furnish 144 blanks to the quire, because that number would be equal to one quire folio post printed all over; or furnish 192 to the quire because that number would be equal to one quire double flat cap paper, and so on ad infinitum. According to that principle when a quire of blank Morigage, Leases, Deeds and other blanks is bought, the purchaser is entitled to 48 blanks instead of 24, as is now counted to a quire, for the resson that those blanks are printed only on a half sheet of paper folio DEALERS IN GOLD AND SILVER
Costs, Feeting at Beinneite Exchange, Uncurrent
terms, than Lam Warrante. Collections in the United
terms, than Lam Strope, groundly attended in
the Collection of the Collection of the United
to the Collection of the Collection of the United
terms, the Collection of the Collection of the United
to the Collection of the Collec

At Wholesale and Retail.

WE HAVE JUST RECEIVED A large stock records popularies at react repaired and result required and result regularies and can obtain of the multiple beautiful and office along the man of the multiple beautiful and office along the man of the multiple beautiful and the property of the two parties and the property of the two parties.

Also FENCH DRESSES, Edward, which is a partie of the property of the property of the parties of th

where Enought will on which map been bought very class of the control of the cont

correct, that the matter in the pumphlets were measured beneatly according to established rules, and that I have endeavored to give full count is all orders for printing that were received from the city. Furthermore, the charges made for all the blanks are about the same they charge their other customers, are according to the terms of the bid, and are correct as far as my experience as a printer four diffusof the work they have done for the city was done at about first cost, or ou average from 25 to 40 per cent. less than they have charged their other customers, are according to the terms of the bid, and are correct as far as my experience as a printer four diffusof the work they have done for the city was done at about first cost, or ou average from 25 to 40 per cent. less than they have charged their other customers.

Office No. 54 Superior Street.

Sworn to by the said M. W. Viets, and by him subscribed in my presence this 7th day of June, 1858.

We have endeavored in this grandless of the proof as to warrant their recovery before a legal tribunal.

charges, and although there was a great amount of evidence tending to establish the charges as made by them, and it would seem that a custom of charg-ing thus had obtained in their office, yet we did not

We have endeavored in this examination to be governed by the same rules of law that we should have been governed by had we been acting in a judicial

austained by evidence in our judgment.

All of which is respectfully submitted.
L. C. THAYER,
J. MUELLER,
L. J. RIDER,
Judiciary Committee

We publish below the speech of Mr. Thayer,

including that part suppressed in the "full offi-

the bill as recommonded by the Committee with the deduction of \$26,29—the balance be

ing \$241,77. When the Council attempted to go behind their former settlements with E

Cowles & Co., the burthen of the proof rested

with them, and by the same rule their case must

alleged overcharges, than it did E. Cowles & Co. to establish the rule they contended for-

threshold the fact that the payments had bee

year the bill with charges now claimed to be overcharges, have been passed upon by the

the settlements, and recover for m-

J. T. PHILPOT, Notary Public. The City Council having refused to allow the To confirm the views and rules expressed in ast bill presented by E. Cowles & Co. for sun- the above statements, Mr. Cowles wrote to a dry items of city printing, and certain persons having interested themselves in making and publishing false statements concerning the matter, and affecting the reputation of E. Cowles & Co. institute to the reputa on Tuesday night, in the City Council—a report of the decade and that that was a true copy of all sent, were the settlements and payments were made through and that that was a true copy of all sent, were the settlements and payments were made through a mistake in fact or induced by fraud practiced by E. Cowles & Co., neither of which positions are pression, and suppressing very carefully many letters sustaining Mesers. E. Cowles & Co. in expressions of opinion by those who disputed their mode of counting blanks, were received-

> counts a sheet. Clapp, Mathews & Co., Express, Buffulo-

J. H. Sanfard, Buffato Courier-Unless par ferred to Committees, it was laid before the latter.

To the Honorable the Common Council of the City of Clereland:—

The undersigned beg leave to submit a state—

The undersigned beg leave to submit a stat

John Weeks, Medina Guzette-Counts 24 blanks as a quire without reference to size.

J. A. Howell & Co., Ashtabula Sentinel-

as E. Cowles & Co. have done.

Charles Glenn, with Follett, Foster & Co.,
Columbus—Regards our charges as correct.
Osgood & Pearce, Columbus, Job Printers—
You are entitled to charge 24 copies of a blank

as a quire.

B. W. Spear, Democratic Press, Chicago—
24 blanks make a quire. When a man orders
10 quires they print 210 impressions by count.
J. T. Holt, of the same office, testifies to the

Ray, Medill & Co , Tribune, Chicago-Count vertising was done at just about one-fifth of ti = 24 blanks to the quire.

Richard Nevins, State Printer, Columbus—

d—all the contract we community to charge. There were no is not the correct and only way to charge is not the correct and only way to charge.

I. L. Beardsley, Cleveland—According to his experience as printer and publisher, 24 blanks.

We have condensed the letters to the smallmay know exactly how the matter of evidence

special control for the proper, Leave, Death and the control field and the present set in the first and the present set in t

Terms (1 Shilling per week to City Subscribers A NOTHER INVOICE DOUGLAS NO. 176.

FOR THE

were referred to them, but actually recommend-ed their payment, which was accordingly male Judging then from the action of the parties, the then very unusual low price charged in the contract, to wit: Blanks over 5 quires, per

Are now offering an Extensive tion of the parties, and that the word "quire where it occurs in the contract not only was in-

Assortment of tended to be, but actually was used, as claimed DRY GOODS! It is conceded that E. Cowles & Co. have made no money out of their contract with the city, and that the contract was after all, an advanta geous one for the city. Hence the city can

SUITED TO THE SEASON. TO WHICH THEY INVITE THE ATTENTION OF PURCHASERS. HAVING BEEN CASH.

claim no relief in equity against Cowles & Co.

Therefore, in view of all the facts in the case, E. Cowles & Co. are justly entitled to the entire amount of their claim, making the necessary deduction for an error, (which they admit.) NEW AND ELEGANT STYLES

the public, and induce them to believe that Mr C. although disclaiming it, believed us guilty of an attempt at fraud. Mr. Coffinberry ex

pressly and emphatically declared that he did not believe any such intention existed on our part, that the proof would not warrant such a belief, and that he did not wish to convey such

by E. Cowles & Co.

The prices we have charged the city for its cial report" of the Herald; also the speech of blanks are lower by an average of from 20 to 30, per cent, than those charged in some of the principal offices in Columbus, Detroit, Buffalo, Mr. Thaver began by stating that he went to the investigation of this matter with all his Chicago and this city. The average price of cloudies against the claim of E. Cowles & blanks furnished by us and the blanks furnished by us was 41 cents, while o, but fully resolved to do equal and exact stice to all the parties in coming to a decion. He was surprised at the amount of evidence produced by E. Cowles & Co. sustaining strated before the Judiciary Committee by letthose in the cities above mentioned range from this method of charging, and was bound to confess that they had met the Committee promptly and squarely, and had attempted no evasion or dodging of the issue. He said that in law, the ters received in answer to our letters of er

We below give a table comparing the prices onus of proof was upon the plaintiff, and un-lers a decided preponderance of evidence was produced by him to sustain his case, it necessathe LEADER; also a column showing the amount rily fell to the ground. The circumstances of the LERDER; also a column showing the amount this case made it the province of E. Cowies & we are entitled to under Mr. Winslow's inter-

Co to produce that preponderance of evidence; and the testimony presented was so evenly bal-anced, that he thought they had failed to sus-tain the principle for which they contended. He was therefore in favor of the payment of fail. It would require much stronger proof to sustain the claims of the city in going behind made upon the recommendation of the proper Committee of the Council, after the same had been examined and credited by that Committee with the contract before them. For a whole

had charged \$20,85 for a lot of blank he could to their advantage to examine Mr. Crawford stated in his speech that we Council, found correct and paid—with what grace, then, could they ask a Court to go behind these settlements on the ground of misfor any one lot of blanks. He may, by taking Had E. Cowles & Co. any right to make the charges they did! It is amply proven that the charges were made in strict compliance with the uniform rule of their office—made as they make charges for similar work to every one. The city will have to meet before a Jury also the fact that the prices of all the work done for the city was not remunerative—it is a fact that they have actually lost money on the contract. But it will be said, and truly too, that that has won Mr. Crawford derived his information.

CASH BUYERS.

H. D. KENDALL & Co.,

125 Superior street, 2 Public Square.

FERRITARY 2016. 125 Superior street But it will be said, and truly too, that that has nothing to do in the case—the only question being, what are they entitled to receive under their contract! Yet it is true that the fact that they have lost money under the contract will get us the same number of blanks of the have its weight more or less with whoever tries.

The whole is seen that the printer from placed his information placed his information placed his information placed his prices too low in his anxiety to make a point against us. However, if Mr. Crawford will get us the same number of blanks of the law its weight more or less with whoever tries and forms, as well printed and ruled. so its weight more or less with whoever tries same size and forms, as well printed and ruled SHAKER HOODS.—JUST REfor 85 that he alleges we charged the city

SHAKER HOODS.—JUST REfor 85 that he alleges we charged the city

SHAKER HOODS.—JUST REfor 85 that he alleges we charged the city the issue.

Now, continued Mr. Thayer, what shall the master of evidence stands. The publication of the letters entire would occupy too much space in our paper, and would occupy too much space in our paper, and the space in ou of expensive for the sake of saving seventy-five dollars!—a suit that will cost a great deal more than that sum even if we are successful! What do we gain! No precedent is established by adopting the majority report; that report expressly repudiates the doctrine that 24 pieces, of whatever size they be, make a quire. It can not be disputed but that such a rule for charging as claimed by E Cowles & Co. obtains in very many places, and with a great number of printing establishments even in this city. The majority of the Committee decide only that there was not such a prependerance of proof as warranted them in saying that E. Cowles & Co. had sustained their bill—and at the same time they find that there is ample proof upon which to base a verdict in favor of E. Cowles & Co. when the city takes the burden of E. Cowles & Co. when the city takes the burden is a part of one of the slips.

The dollars!—A suit that will cost a great deal more than that aum even if which we had overeinaged, as he claimed we had overeinaged, as he had taken them to printers and ascertained that there to established by leaves to not be circulars which the desired we had overeinaged, as he had taken them to printers and ascertained that there to established by leaves the had overeinaged, as he had taken them to printers and ascertained which had ascertained that there is a rule for that fact. These circulars when they left our office had fly-leaves the assaults decided in the same all murits and the first that of the claimed to have been ascertained to the majority of the Committee decide only that there was not such as the fly-leaves torn of. It may have been accidental, but it seems a little singular that both samples should be mutilated in the same time they find that there is ample proof upon which to base a verdict in favor of E. Cowles & Co. when the city takes the burden of the displayed by Crawford and claimed to have been overcharged.

E. BECOK PRINTS—Just Received the murity of the Committee of that fact. These circulars which th

original copy after having been set up, and waiting for copy. These charges are in accordance with the rule of every printing office. We submit the above statement to the public, and we are perfectly willing to be judged in the

Drn Goods.

SKIRTS!

NWOOD SGENUINE Adjustable Bustle Ex-1858.

Spring Trade.

H. D. KENDALL & CO

BARGAINS

DRESS SILKS BLACK SILKS

HOUSE FURNISHING GOODS

Linen Damasks, Napkins, Linen Sheetings,

WORSTED DAMASKS

Great Bargains,

LACE, MUSLIN,

TAMBOUR, SOME VERY CHEAP GOODS. CLOTHS AND CASSIMERES, SILK WARP CASHMERETTS, LADIES' CLOTHS, AND SILK VESTINGS

Embroideies

BROWN SHEETINGS WHITE GOODS.

PRINTS.

AMERICAN Merchants will find it greatly

CHILDREN'S STRAW HATS—We Characterized those Asteins a learner sector (from Asteins a learner sector) from Asteins a learner sector (from Asteins a learner sector) from Asteins a learner sector (from Asteins a learner sector) from Asteins a learner sector (from Asteins a learner sector) from Asteins a learner sector (from Asteins a learner sector) from Asteins and Positive Committee and Scholar Committee and